

REMARKS

Upon entry of this amendment, claims 1-21 will be pending. By this amendment, claims 1, 2, 4, 9-12, 15, 16, 18, and 21 have been amended. No new matter has been added.

Claim Objections

In Section 11 of the office action dated May 29, 2009 ("the Office Action), claims 2, 4-5, and 21 stand objected to for informalities.

Claims 2, 4, and 21 have been amended to address the objections.

§112 Rejection of Claims 10-12

In Section 12 of the Office Action, claims 10-12 stand rejected under 35 U.S.C. 112, second paragraph, as being indefinite.

Claims 10-12 have been amended to address the rejections.

§102 Rejection of Claims 1-11 and 13-21

In Section 14 of the Office Action, claims 1-11 and 13-21 stand rejected under 35 U.S.C. 102(e) as being anticipated by Lipscomb *et al.* (U.S. Patent No. 7,346,687; hereinafter referred to as "Lipscomb"). This rejection is hereby traversed, and it is submitted that amended independent claim 1 is fully distinguished from Lipscomb, as described in more detail below.

For a reference to anticipate a claim, the reference must teach each and every element of the claim. The Examiner contends that Lipscomb discloses the network of claim 1.

Lipscomb states that it discloses a “system and method for distributing digital media assets to a plurality of users. A portal is provided comprising at least one server computer. The portal executes a media library database server application that manages access a master library of media assets that can be accessed by users via one or more communication networks. A plurality of media player devices communicate with the portal to access media assets for use. Each media player device may comprise a processor that executes a database client application that manages media assets licensed for use by a user.” (Lipscomb, Abstract)

In contrast, claim 1, for example, recites a network comprising:

- (a) a first hub network including a first server and a first client, and said first server is connected to said first client;
- (b) a second hub network including a second server and said first client, and said second server is connected to said first client,
 - (1) such that said first hub network and said second hub network overlap,
- (c) wherein two hub networks overlap when both of the hub networks include at least one same device;
- (d) wherein said first client stores first content bound to said first hub network and stores second content bound to said second hub network, and

- (e) wherein content bound to a hub network is represented by locked content data and corresponding licenses stored on a server connected to the hub network, and
 - (1) the bound content can only be played or presented through a compatible compliant device that is bound to the hub network, and
- (f) wherein a compliant device operates according to processes defined for a device that is a member of a hub network and cannot make a usable copy of a discrete instance.

(emphasis added)

In addition to the arguments presented in response to previous office actions, following additional arguments are presented.

Regarding limitations (b)(1) and (c) of claim 1, they recite “such that said first hub network and said second hub network overlap” and “wherein two hub networks overlap when both of the hub networks include at least one same device”. These limitations are disclosed in at least Paragraph [0062] of the specification as published in US 2004/0117440. This paragraph is recited here as follows:

[0062] When a media network environment includes two or more hub networks, some or all of the hub networks may overlap. *Two hub networks overlap when both of the hub networks include the same device or devices.* A device belonging to two hub networks spans the hub networks and is a spanning device. A spanning device stores (or can store) content data for instances bound to each of the hub networks. Accordingly, the spanning device can present content bound to multiple respective hub networks (a bound instance is bound to only one hub network)....

The Office Action states that Lipscomb teaches that a first hub network and second hub network overlap in col. 3, lines 5-12, 26-29; col. 4, lines 5-10. The Office

Action further states that a “media player may function as a server to send media. Networks overlap since players can access content other players or the portal. Also, players may be within wireless range.” The quoted passages are recited here:

[col. 3, lines 5-12] A user may have multiple media player devices 200 and therefore desire access to media assets that he/she has purchased the rights to, on each media player, if that user has purchased rights of sufficient scope to permit access on multiple media players. Those assets to which a user has purchased digital access rights on one or more media players are hereinafter referred to as a user's licensed assets.

[col. 3, lines 26-29] The portal 300 allows for synchronization and replication of a user's licensed assets with each of the user's media player devices 200. This functionality is hereinafter referred to as the virtual media asset library.

[col. 4, lines 5-10] In accordance with one aspect of the invention, the master media library database application 330 synchronizes the licensed digital media assets for a user with the client database application in each media player of the user so that a user can access any licensed media asset from any of the user's media players for which that user has licensed rights.

The above-recited passages merely disclose media players that are in wireless range of each other. It is clear that these passages do not disclose having “said first hub network and said second hub network overlap” and “wherein two hub networks overlap when both of the hub networks include at least one same device”. Therefore, the configuration recited in limitations (b)(1) and (c) is vastly different than what is referred to in the Office Action- that media players are in wireless range of each other.

Regarding limitation (d) of claim 1, it recites “wherein said first client stores first content bound to said first hub network and stores second content bound to said second

hub network". The Office Action states that Lipscomb teaches this limitation because the media player in Lipscomb is able to store media. However, while a media player may be able to store media, this does not presuppose that a client stores particular content "bound" to a particular hub network.

Regarding limitations (e)(1) and (f) of claim 1, they recite "the bound content can only be played or presented through a compatible compliant device that is bound to the hub network" and "wherein a compliant device operates according to processes defined for a device that is a member of a hub network and cannot make a usable copy of a discrete instance". These limitations are disclosed in at least Paragraphs [0025] and [0030] of the specification as published in US 2004/0117440. These paragraphs are recited here as follows (emphasis added):

[0025] In FIG. 1, a user Jim has established a home media network environment 100 including two devices: a PVR (personal video recorder) 105 connected to television 110. The PVR 105 is a media network compliant *device*, meaning that the PVR 105 *operates according to the processes defined for a device that is a member of a hub network....*

[0030] As discussed below, an instance that is compliant with hub network operation is in one of two exclusive states: discrete or bound. A discrete instance is independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance). However, a *compliant device cannot make a usable copy of a discrete instance*. ... A bound instance can only be played or presented through a compatible compliant device that is a member of that hub network. ...

The Office Action states that Lipscomb teaches limitation (e)(1) in col. 4, lines 9-10 and col. 11, lines 15-22. The Office Action further states that "[l]icense permitting, a

media player accesses media from another media player or the portal.” The quoted passages are recited here:

[col. 4, lines 9-10] ... a user can access any licensed media asset from any of the user's media players for which that user has licensed rights.

[col. 11, lines 15-22] Each client media player device that the user owns becomes a licensed playback device for his or her registered multimedia assets if the scope of that license so permits. For example, if a user owns five client media player devices capable of running the playback engine, the user will have access to those assets from one client media player device to another in seamless fashion.

The above-recited passages merely disclose each client media player device accessing media from another player if licensed. However, these passages do not disclose that “the bound content can only be played or presented through a compatible compliant device that is bound to the hub network” and that “a compliant device operates according to processes defined for a device that is a member of a hub network and cannot make a usable copy of a discrete instance.” Accordingly, claim 1 should be allowable over Lipscomb.

Regarding independent claim 18, it recites a hub network comprising:

- (a) a server storing a root license and a source version of locked content data;
- (b) a client connected to said server, and storing a first license, a first sub-copy version of locked content data, a second license, and a second sub-copy version of locked content data;
- (c) wherein said source version of locked content data stores first content,
- (d) said root license is bound to said hub network,

- (e) said first sub-copy version stores said first content,
- (f) said first license is bound to said hub network,
- (g) said second sub-copy version stores second content,
and
- (h) said second license is bound to another hub network,
- (i) wherein a source version of locked content data which
is bound to a hub network by a root license can only be
played or presented through a compatible compliant
device that is a member of the hub network, and
- (j) wherein a compliant device operates according to
processes defined for a device that is a member of a
hub network and cannot make a usable copy of a
discrete instance.

(emphasis added)

Regarding limitations (i) and (j) of claim 18, they recite “a source version of locked content data which is bound to a hub network by a root license can only be played or presented through a compatible compliant device that is a member of the hub network” and “wherein a compliant device operates according to processes defined for a device that is a member of a hub network and cannot make a usable copy of a discrete instance”. These limitations are disclosed in at least Paragraphs [0025] and [0030] of the specification as published in US 2004/0117440. These paragraphs are recited here as follows (emphasis added):

[0025] In FIG. 1, a user Jim has established a home media network environment 100 including two devices: a PVR (personal video recorder) 105 connected to a television 110. The PVR 105 is a media network compliant *device*, meaning that the PVR 105 *operates according to the*

processes defined for a device that is a member of a hub network....

[0030] As discussed below, an instance that is compliant with hub network operation is in one of two exclusive states: discrete or bound. A discrete instance is independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance). However, *a compliant device cannot make a usable copy of a discrete instance*. ... *A bound instance can only be played or presented through a compatible compliant device* that is a member of that hub network. ...

The Office Action states that Lipscomb teaches limitation (i) in col. 4, lines 9-10 and col. 11, lines 15-22. The Office Action further states that “[l]icense permitting, a media player accesses media from another media player or the portal.” The quoted passages are recited here:

[col. 4, lines 9-10] ... a user can access any licensed media asset from any of the user's media players for which that user has licensed rights.

[col. 11, lines 15-22] Each client media player device that the user owns becomes a licensed playback device for his or her registered multimedia assets if the scope of that license so permits. For example, if a user owns five client media player devices capable of running the playback engine, the user will have access to those assets from one client media player device to another in seamless fashion.

The above-recited passages merely disclose each client media player device accessing media from another player if licensed. However, these passages do not disclose that “the bound content can only be played or presented through a compatible compliant device that is bound to the hub network” and that “a compliant device operates according to processes defined for a device that is a member of a hub network

and cannot make a usable copy of a discrete instance." Accordingly, claim 18 should be allowable over Lipscomb.

Regarding dependent claim 9, it recites further limitations to the network of claim 1, wherein:

- (a) said first hub network defines a first local environment based on said first server, such that the compatible compliant device can join said first hub network while in the first local environment, and
- (b) said second hub network defines a second local environment based on said second server, such that the compatible compliant device can join said second hub network while in the second local environment.

(emphasis added)

Regarding limitations (a) and (b) of claim 9, they are disclosed in at least Paragraph [0056] of the specification as published in US 2004/0117440. This paragraph is recited here as follows (emphasis added):

[0056] A media network environment includes one or more hub networks, each hub network having a respective local environment, some or all of which may overlap or be coextensive. The local environment is defined as a limited area such that a compliant device can determine whether the device is in or out of the local environment. ... As discussed below, a compliant device can join a hub network while in the local environment of the hub network, and when the device leaves the local environment, the device is disconnected from the hub network (though the device may still be a member). ...

The Office Action states that Lipscomb teaches the limitations of claim 9 because "[t]he portal or a media player communicates content and thus have local environment. However, as further defined in amended claim 9, the local environment is

defined as a limited area such that a compatible compliant device can join a hub network while in the local environment. It is submitted that Lipscomb does not teach or disclose the limitations of claim 9 as amended. Accordingly, claim 9 should be separately allowable over Lipscomb.

Based on the foregoing discussion, claims 1, 9, and 18 should be allowable over Lipscomb. Regarding independent claims 15 and 16, similar arguments as those of claim 1 apply to these claims. Therefore, claims 15 and 16 should also be allowable over Lipscomb. Since claims 2-8, 10-11, 13-14, 17, and 19-21 depend from one of claims 1, 9, and 18, claims 2-8, 10-11, 13-14, 17, and 19-21 should also be allowable over Lipscomb.

Accordingly, it is submitted that the rejection of claims 1-11 and 13-21 based upon 35 U.S.C. §102(e) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claim 12

In Section 31 of the Office Action, claim 12 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Lipscomb, in view of Rofheart *et al.* (U.S. Patent No. 7,058,414; hereinafter “Rofheart”).

Based on the foregoing discussion regarding claim 1, and since claim 12 depend from claim 1, claim 12 should also be allowable over Lipscomb. Rofheart was cited merely for teaching defining an environment by travel time of packets with a network. Therefore, based on the foregoing discussion regarding claim 1, the combination of

Lipscomb and Rofheart still fails to disclose all of the limitations of claim 12.

Accordingly, it is submitted that the rejection of claim 12 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

Conclusion

In view of the foregoing, applicants respectfully request reconsideration of claims 1-21 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,

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